MYSORE CITY IMPROVEMENT TRUST BOARD.

EXTRACT FROM THE PROCEEDINGS OF THE 13TH (ORDINARY) MEETING OF THE BOARD OF TRUSTEES FOR THE IMPROVEMENT OF THE CITY OF MYSORE; HELD AT THE CHAIRMAN'S OFFICE (RANGACHARLU MEMORIAL HALL), ON WEDNESDAY THE 30TH MAY 1923, AT 8 A.M.

Present ... ... 6 | Absent 2

I. Proceedings of the 11th Ordinary Meeting, held on 28th April 1923.
Confirmed.

II. Proceedings of the 12th Special Meeting held on 28th April 1923.
Confirmed.

IV. Statement showing bits of land sold during the month of March 1923.
Ratified.

V. Estimate for Rs. 4,850 for raising the bed and vents of the Pleasure Palace Road culvert and regrading the road from the gate of Hardinge Circle up to Ittigegud (western-most) road junction.
Approved.

VI. Revised estimate for Rs. 46,744 for laying out a portion of Lakshmipuram Extension.
Approved.

C. SRIKANTESVARA AIYAR,
Chairman.

MYSORE DISTRICT.

Abstract Notification dated 19th May 1923.

The attention of the public is invited to a detailed Notification of date, published on pages 244 and 245, Part II-A of the *Mysore Gazette* dated 31st May 1923, regarding the sale of the toll-gate of Sunkadakatte on 9th June 1923, at 2 P.M., at Anfarsanthe.

M. MACHAYA,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 19th May 1923.

The right to collect tolls at the toll-gate at the Belur Bridge, Belur in the Hassan District, as noted in Schedules A and B during the official year 1923-24, will be sold by public auction at the place and on the date specified therein.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to 1/6th of the contract amount for the previous year as shown in Schedule A as earnest money. The deposits of all the bidders, except the first two or three whose bids are to be recommended for acceptance, will be returned at the close of the sale. The deposit of the successful bidder who will be called the contractor will be returned only on fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute until confirmed by the authority noted in the Schedule A who reserves the final power of refusing or accepting without assigning any reason whatever, the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt of intimation of confirmation of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and when he does not hold property in Mysore shall furnish, at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-leased without the previous sanction of the Deputy Commissioner.

6. The contract amount shall be paid in twelve equal monthly instalments in advance on the first day of every month into the Taluk Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of toll in accordance with the Standing Rules and Orders approved by Government. He shall also pay along with the instalments, the authorised Local, Railway and Educational Cesses, if any, at the prescribed rates.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.

9. The amount due from the contractor or his sureties shall be recoverable as if they were arrears of land revenue under the provisions of the Land Revenue Regulation and the Rules thereunder.

10. The contractor shall collect tolls only at the rates and the gates on the traffic specified in Schedules A and B.

11. The contractor shall give to the person paying the toll a proper receipt showing the date and hour of payment of toll.

12. The contractor shall keep at the toll-gate, true accounts of the daily collections and of the traffic passing through the toll-gate. These accounts shall be open to the inspection of the Deputy Commissioner, the Assistant Commissioner and the Amildar. He shall, if required by the Deputy Commissioner, furnish to the Taluk Office at the end of every month, a true return for the month showing the traffic passing through the gate in a prescribed form.

13. The contractor will have the use of the existing toll-house and gate without payment of any rent, and he should keep them in good repair failing which, the cost of repair will be recovered from the contractor. If any toll-gate or house is required, it will be put up at the cost of Government.

14. The contractor shall not be entitled to any remission of the contract amount or to any compensation on account of seasonal conditions or any other cause whatever.

15. The contractor shall conform generally to the Rules published in the late Chief Commissioner's Notification No. 274, dated the 4th November 1876. He shall recognise all exemptions made by the statute or rules in force for the time being. He shall pay special attention to the following points:—

(*a*) A table of authorised tolls shall be legibly written in English and Kannada and shall be put up in a conspicuous place near the toll-gate.

(*b*) Animals drawing vehicles for which tolls can be demanded or not also to be charged with toll.

(*c*) No toll shall be levied afresh on any cart, etc., passing along the toll-gate if within a period of 24 hours computing from sunrise to sunrise, a toll has been collected thereon at a toll-gate in the Mysore State or a toll-gate in British India in respect of which the Government have secured reciprocity for exemption in consultation with the British authorities.

(*d*) Carts laden with bone or other substance as manure shall be treated as unladen and tolled accordingly.

(*e*) No toll shall be levied on foot passengers.

(*f*) No tolls shall be levied for the passage of Troops or Military Stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established where proof is required by the production of a pass or certificate from any officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered up at the last toll-gate passed before the cart, carriage, or animal, conveying such property reaches the destination noted in such pass or certificate.

(*g*) No toll shall be levied for the passage of carriages, carts, animals, etc.

(1) Belonging to the Local Boards—Municipal Council.

(2) Conveying Local Boards—Municipal servants on duty or property in the custody of such servants.

(3) Licensed by the Local Boards—Municipal Council.

(4) Assessed by the Municipal Council to Municipal taxation provided the tax has been paid in advance.

(5) Possessed by a person who has compounded with revenue authorities for a prescribed sum in accordance with the Rules approved by Government.

(6) Engaged by the Postal Department to convey mails.

(7) Belonging to the Hon'ble British Resident in Mysore.

(8) Belonging to Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowance.

(9) Belonging to His Highness the Maharaja or His Highness the Yuvaraja.

16. Any breach of the above conditions or rules on the part of the contractor or his servants, will entail the forfeiture of the deposit or the levy of a fine not exceeding Rs. 50 per each infringement. If the fines be not paid or in the event of instalments. Other sums due are not paid within the prescribed date, it shall be competent to the Deputy Commissioner to suspend further collection of toll by the contractor and dispose of the right to collect the toll during the remaining period by resale or otherwise. The resale will be held at the risk of the defaulting contractor who shall be liable to make good all losses accruing but shall not be entitled to any profits arising from the resale.

17. The imposition of fine or resale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal steps against them under any law in force for the time being.

SCHEDULE A.

1.	Name of toll-gate or bridge	Belur bridge.
2.	Situation of the gate.	Belur bridge at Belur.
3.	Whether toll is to be levied on through traffic, in-coming traffic or out-going traffic.	... In-coming and out-going traffic.
4.	Traffic specially excepted from payment of toll on account of the peculiar situation of the toll-gate or the special requirements to the people near the toll-gate.	Nil.
5.	Amount of deposit required	... One-sixth of the contract amount of the previous year Rs. 731 including cesses.
6.	Place of sale	Taluk office at Belur.
7.	Date of sale	8th June 1923.
8.	Officer conducting the sale	Sub-Division Officer of Saklespur Sub-Division.
9.	Officer confirming the sale	Government.
10.	Remarks	Nil.

SCHEDULE B.

		Rs.	a.	p.
1.	On every motor car	1	0	0
2.	On every motor-tricyle or bicycle	0	4	0
3.	On any other vehicle of any description propelled by steam or other motor power.	1	0	0
4.	On every four-wheeled carriage	0	12	0
5.	On every two-wheeled carriage on spring other than jutka or ekka.	0	8	0
6.	On every jutka or ekka, laden	0	4	0
7.	Do do	0	2	0
8.	On every vehicle with springs including tricycle and bicycle	0	2	0
9.	On every cart or other vehicle not on springs drawn by eight bullocks, buffaloes, horses, ponies, asses or mules, if laden.	1	0	0
10.	On every cart or other vehicle not on springs drawn by eight bullocks, buffaloes, horses, ponies, asses or mules, if not laden.	0	8	0
11.	On every cart or other vehicle not on springs drawn by six bullocks, buffaloes, horses, ponies, asses or mules, if laden.	0	8	0
12.	On every cart or other vehicle not on springs drawn by six bullocks, buffaloes, horses, ponies, asses or mules, if not laden.	0	4	0
13.	On every cart or other vehicle not on springs drawn by four bullocks, buffaloes, horses, ponies, asses or mules, if laden.	0	6	0
14.	On every cart or other vehicle not on springs drawn by four bullocks, buffaloes, horses, ponies, asses or mules, if not laden.	0	3	0
15.	On every cart or other vehicle not on springs drawn by two bullocks, buffaloes, horses, ponies, asses or mules, if laden.	0	4	0
16.	On every cart or other vehicle not on springs drawn by two bullocks, buffaloes, horses, ponies, asses or mules if not laden.	0	2	0
17.	On every cart or other vehicle not on springs drawn by single bullock, buffalo, horse, pony, ass or mule, if laden.	0	2	0
18.	On every cart or other vehicle not on springs drawn by single bullock, buffalo, horse, pony, ass or mule, if not laden.	0	1	0
19.	On every bullock or buffalo, if laden	0	1	0
20.	On every bullock or buffalo, if not laden	0	0	6
21.	On every elephant	1	0	0
22.	On every camel, if laden	0	4	0
23.	On every camel, if not laden	0	2	0
24.	On every horse, if laden or ridden	0	1	6
25.	On every horse, if unladen or unridden	0	0	9
26.	On every thattu or mule, if laden or ridden	0	0	9

		Rs.	a.	p.
27.	On every thattu or mule, if unladen or led	0	0	6
28.	On every ass, if laden or ridden	0	0	6
29.	On every ass, if unladen or led	0	0	3
30.	On every palanquin, dholy, palna or tanjan with two bearers	0	2	0
31.	On every sheep, goat or pig	0	0	1
32.	On every palanquin, dholy, palna or tanjan with more than two bearers.	0	4	0

N. B.—Animals drawing any vehicle for which toll can be demanded are not also to be charged with toll.

The above notification supersedes the notification printed on pages 219 to 221 of the *Mysore Gazette* dated 17th May 1922, Part II-A.

K. MYLAR RAO,
Deputy Commissioner.

CHIKNAYAKANHALLI TOWN MUNICIPALITY.

Notification dated 14th May 1923.

It is hereby notified that the right of levying tolls on carts entering the limits of the Town Municipality of Chiknayakanhalli, during the period of one year, from 1st July 1923 to 30th June 1924, will be put up to public auction at 2 P.M. on Saturday the 16th June 1923, subject to conditions hereinafter described.

(2) The sale will be conducted in the office of the President of the Town Municipality by the President, or in his absence from headquarters, by the Vice-President of the Municipality.

(3) The right shall be knocked down to the highest approved bidder and shall, in case the sale is conducted by the Vice-President, be subject to the formal confirmation by the President who reserves to himself the power of accepting or rejecting any bid at his discretion, without assigning any reason for the same. The President further reserves to himself the power to dispose of the right by tenders or otherwise, if the bids obtained at the auction are not considered satisfactory.

(4) Persons intending to bid at the auction must attend in person and every such person shall deposit beforehand a sum of Rs. 20 as earnest money. The deposits made by the unsuccessful bidders will be returned at the close of the sale.

(5) The successful bidder hereinafter termed contractor, shall on the sale being knocked down to him, at once deposit one-twelfth of the amount of his bid and a further sum equal to one-twelfth of the bid amount, within three days after confirmation of sale is communicated to him, and shall also execute an agreement on stamped paper binding himself and heirs to observe the conditions hereinafter set forth. If default is made either in making the deposit or in executing the agreement as above, the amounts, if any, already deposited, will be forfeited and the right to collect the toll shall be forthwith resold or otherwise disposed of by the President.

Conditions.

(1) The amount for which the right has been finally purchased shall be payable in equal monthly instalments commencing from 1st July 1923. Each instalment shall be regarded as the rent for the month in respect of which it is payable and shall be paid into the Treasury on or before the 5th of the following month. In case of default, the President shall be at liberty to suspend further collections of toll by the contractor, direct the forfeiture of the deposit made by him, and dispose of the right to collect toll during the remaining period of the year, by resale, tender, or otherwise, as he may deem fit. Such resale or other disposal, shall be at the risk of the defaulting, contractor, who shall not be entitled to any gain accruing thereby, but in case of loss, he shall be liable to make good the deficiency, between the amount payable for the period under the terms of his contract, and the amount fetched by the resale, or other disposal. In latter case, *i.e.*, in case of loss, the forfeited deposit of the contractor shall be taken towards the recoupment of such loss, should, however, the forfeited deposit shall be credited to the Municipality.

(2) The deposit of two-twelfths of the bid amount made by the contractor shall be taken as a guarantee for the due fulfilment of the contract.

(3) No remission or abatement of rent or compensation on any account shall be claimable by the contractor.